

Claim Rejections according to the provisions of second paragraph of 35 U.S.C. 112

1. The Examiner asserted that claims 1 and 6, and its dependencies, are rejected in view of the term "impermeable". The Examiner asserted that *"it is not clear what this term means, as materials differ in their impermeability or relatively impermeability to different fluids, solvents, particulates, and so forth"*.

Applicant respectfully traverses the examiner's position. The term "impermeable" is a well-known, established term, with no ambiguity. As defined, e.g. in the Merriam-Webster dictionary, the term "impermeable" refers to "not permitting passage (as of a fluid) through its substance." The relativity referred to by the Examiner refers to the fact that materials usually differ in their degree of "permeability", and sometimes are even referred to as "semi-permeable". Thus, while "permeable" is a relative term, the term "impermeable" is not. Hence, Applicant respectfully asserts that claims 1 and 6 (and its dependencies) are definite and therefore, allowable.

2. The Examiner rejected claims 2-5, 30 and 31 and asserted that the phrases "preferably" or "more preferably" render the claim indefinite because it is unclear whether the limitations following the phrase are part of the claimed invention.

Claims 2-5, 30 and 31 have been amended accordingly, and the terms "preferably" and "more preferably" deleted.

3. The Examiner objects to the mention to "PlexiglasTM" in claim 5, because "Plexiglas" is a trademark. The Examiner maintains that for being a trademark, it is *"a limitation to identify or describe a particular material or product"*.

In view of the Examiner's objection, the claim has been amended and the term "Plexiglas" substituted for

"poly(methyl methacrylate)", which is the generic term corresponding to this material.

Nonetheless, applicant would like to indicate that the term "PlexiglasTM", despite being a registered trademark, it has been diluted and has become a common name for the plastic material. A trademark may be defined as a word, symbol, or phrase, used to identify a particular manufacturer or seller's products and distinguish them from the products of another. However, "Plexiglas" has been widely used as a synonym to "acrylic" or to poly(methyl methacrylate), and thus the term "Plexiglas" is associated with the material itself, and has lost its connotation as a descriptor of the source of the material.

This may be clearly exemplified both in the commercial venue, where for example websites of plastic whole-salers refer to "Plexiglas" as a material, optional to other materials such as Lexan®, Polycarbonate, Sintra®, Expanded PVC, Styrene, etc. Examples of such websites are <http://www.estreetplastics.com/>; <http://www.rplastics.com/> or <http://www.ocip.com/>.

Furthermore, the same understanding of Plexiglass as a synonym for poly(methyl methacrylate) may be witnessed throughout the scientific community. One such example is an article by Feretis et al. (2001), entitled "*Endoscopic implantation of Plexiglas (PMMA) microspheres for the treatment of GERD*" [GERD=Gastroesophageal Reflux Disease] (copy of the abstract provided herewith). As may be noticed from the title of the article, Plexiglas is used as a synonym of PMMA (poly(methyl methacrylate)).

Another example may be seen in US Patent No. 3,967,065, entitled "*Plexiglas speakers*" (copy attached herewith), where again it is evident that the term "Plexiglas" is used to define the material from which the speakers are made of, with no reference to "Plexiglas" as a mark.

Thus, it is clear that the Applicant used the term "Plexiglas" in its generic meaning, as a synonym for poly(methyl methacrylate), and claim 5 has now been amended accordingly.

4. The Examiner rejected claims 6 and 10, and therefore claims 7-9 and 11-23 that depend therefrom, for reciting the phrase "a predetermined distance".

Claims 6 and 10 have been amended accordingly and the phrase "a predetermined distance" deleted.

5. The Examiner rejected claims 8-10, 24, 27, and therefore 11-13, 25 and 26 that depend therefrom, for reciting "substantially".

Claims 8, 9, 10, 24 and 27 have been amended accordingly and the term "substantially" deleted.

6. The Examiner rejected claims 16-18 for reciting the term "suitable".

Claims 16-18 have been amended accordingly and the term "suitable" deleted.

7. The Examiner rejected claim 17, sustaining that the phrase "such as" renders the claim indefinite.

Claim 17 has been amended accordingly and the phrase "such as" deleted.

8. The Examiner rejected claim 18 for reciting the phrase "suitable means", and for referring back to claim 7, which lacks antecedent for this phrase.

Claim 18 has been amended accordingly and the dependency amended.

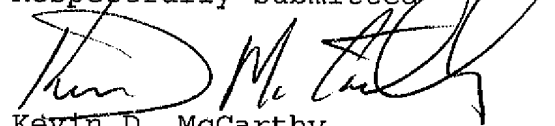
9. The Examiner rejected claim 21 for reciting "said fluid distributor mesh" without defining which mesh is being referenced, since in the claim from which it

depends, 20, there are actually two fluid distributor meshes recited, going back to claim 19.

Claim 21 has been amended accordingly and the term "mesh" made into plural, so that the reference is to both the mesh positioned in the inlet half as well as to the mesh positioned in the outlet half.

In view of these amendments and responses, the claims are in condition for allowance and it is respectfully requested that this application be allowed.

Respectfully submitted

A handwritten signature in black ink, appearing to read "Kevin D. McCarthy", written over the typed name.

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